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Signed and Filed: August 18, 2023

A handwritten signature in cursive script, reading "Dennis Montali", is written over a horizontal line.

Attorneys for Debtor and Debtor-in-Possession
Jinnie Jinhuei Chang Chao

DENNIS MONTALI
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re
JINNIE JINHUEI CHANG CHAO,
Debtor.

Case No. 15-31519

Chapter 11

**ORDER APPROVING APPLICATION TO
EMPLOY SPECIAL COUNSEL-
BERNARD J. KORNBERG**

On July 21, 2023, Jinnie Jinhuei Chang Chao, the debtor and debtor-in-possession in this Chapter 11 Case (the "Debtor"), filed and served an application for an order authorizing her to employ Bernard J. Kornberg of the Law Firm of Practus, LLP, as her special counsel (ECF 354). Having considered the application, the declaration of proposed special counsel, and it appearing that employment of special counsel is in the best interest of the estate, and that special counsel represents no interest adverse to the estate, the Court hereby orders as follows:

1. Debtor is authorized to employ Bernard J. Kornberg and the Law Firm of Practus, LLP as her special counsel pursuant to 11 U.S.C. §§ 327 and 328(a) and Federal Rule of Bankruptcy Procedure 2014, to prosecute and defend the Adversary Proceeding of *Salem et al. v. Jinnie Jinhuei Chang Chao et al.*, Case No. 16-03023, to object to and liquidate the claim of Ardeshir Salem and A. Salem, D.D.S., Inc. (Claim 9) in whatever forum litigated, and any other matter identified in the Employment Application and accompanying Declaration (ECF 353). Employment shall be effective as of the date of entry of this order.

2. Any compensation to be paid to Practus LLP shall be on an hourly basis, pursuant

1 to 11 U.S.C. §§ 328(a) and 330, and on the terms set forth in the Engagement Agreement attached
2 as Exhibit A to the Declaration of Bernard J. Kornberg (the “Engagement Agreement”), and is
3 subject to Court approval on application in conformity with the Court’s Guidelines, and on
4 appropriate notice to creditors, the United States Trustee, and other interested parties.

5 3. The Prior Paragraph Notwithstanding, the Engagement Agreement is modified as
6 follows:

- 7 a. The clause allowing for a 1% late fee for untimely payment to be charged is void;
8 and
9 b. The section entitled Mandatory Fee Arbitration is void.

10 *** **END OF ORDER** ***
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1 **COURT SERVICE LIST**

2 *ECF Notice Participants Only*

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